

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

Case No. No. 1:23-cv-22449-DPG

QUANISHA BARFIELD,

Plaintiff,

v.

AFFIRM, INC.; HEALTHCARE REVENUE  
RECOVERY GROUP, LLC dba Account  
Resolution Services; TD BANK USA, N.A.  
OPPORTUNITY FINANCIAL, LLC;  
EQUIFAX INFORMATION SERVICES,  
LLC; EXPERIAN INFORMATION  
SOLUTIONS, INC.; and TRANSUNION,  
LLC,

Defendants.

**DEFENDANT EXPERIAN INFORMATION SOLUTIONS, INC.'S ANSWER AND  
AFFIRMATIVE DEFENSES**

COMES NOW Defendant Experian Information Solutions, Inc. (“Experian”), by and through its undersigned counsel, and answers Plaintiff Quanisha Barfield’s Complaint (the “Complaint”) as follows:<sup>1</sup>

**INTRODUCTION**

1. In response to paragraph 1 of the Complaint, Experian admits that the Complaint purports to state claims under the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. §§ 1681 *et seq.*, and the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. §§ 1692 *et seq.* Experian denies that it has violated the FCRA, the FDCPA, or any other law relied upon by Plaintiff and denies that Plaintiff is entitled to any relief from Experian. Except as specifically admitted, Experian

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<sup>1</sup> For ease of reference and to facilitate a review of its Answer and Defenses, Experian has attempted to incorporate into its Answer the primary headings used by Plaintiff in the Complaint, although Experian does not adopt, either expressly or by implication, any statements contained in those headings.

denies, generally and specifically, each and every remaining allegation of paragraph 1 of the Complaint that relates to Experian. As to the allegations in paragraph 1 of the Complaint that relate to other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 1 of the Complaint.

### **JURISDICTION AND VENUE**

2. In response to paragraph 2 of the Complaint, Experian admits that Plaintiff has alleged jurisdiction pursuant to 15 U.S.C. § 1681p, 15 U.S.C. § 1692k(d), and 28 U.S.C. § 1331. Experian states that this is a legal conclusion, which is not subject to denial or admission.

3. In response to paragraph 3 of the Complaint, Experian admits that Plaintiff has alleged venue in this district is proper pursuant to 28 U.S.C. § 1391(b). Experian states that this is a legal conclusion, which is not subject to denial or admission. Experian admits that it is qualified to do business and conducts business in the State of Florida. Experian denies that it has violated the FCRA or caused Plaintiff to suffer any injury. Experian denies, generally and specifically, each and every remaining allegation of paragraph 3 of the Complaint that relates to Experian. As to the remaining allegations of paragraph 3 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation contained in paragraph 3 of the Complaint.

4. In response to paragraph 4 of the Complaint, Experian admits that Plaintiff has alleged that personal jurisdiction exists over Defendants. Experian states that this is a legal conclusion, which is not subject to denial or admission. As to the remaining allegations of paragraph 4 of the Complaint, Experian does not have knowledge or information sufficient to form

a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation contained in paragraph 4 of the Complaint.

**PARTIES**

5. In response to paragraph 5 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

6. In response to paragraph 6 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

7. In response to paragraph 7 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

8. In response to paragraph 8 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

9. In response to paragraph 9 of the Complaint, Experian admits that it is a “consumer reporting agency” as defined by 15 U.S.C. § 1681a(f). Experian further admits that it is qualified to do business and conducts business in the State of Florida. Except as specifically admitted, Experian denies, generally and specifically, each and every remaining allegation of paragraph 9 of the Complaint.

10. In response to paragraph 10 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

11. In response to paragraph 11 of the Complaint, Experian admits that it is qualified to do business and conducts business in the State of Florida. Except as specifically admitted, Experian denies, generally and specifically, each and every remaining allegation of paragraph 11 of the Complaint that relates to Experian. As to the allegations of paragraph 11 of the Complaint that relate to other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every remaining allegation contained in paragraph 11 of the Complaint.

12. In response to paragraph 12 of the Complaint, Experian admits that it is a “consumer reporting agency” as defined by 15 U.S.C. § 1681a(f) and, as such, issues consumer reports as defined by 15 U.S.C. § 1681a(d). Except as specifically admitted, Experian denies, generally and specifically, each and every remaining allegation of paragraph 12 of the Complaint that relates to Experian. As to the allegations of paragraph 12 of the Complaint that relate to other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every remaining allegation contained in paragraph 12 of the Complaint.

13. In response to paragraph 13 of the Complaint, Experian admits that it is a “consumer reporting agency” as defined by 15 U.S.C. § 1681a(f) and, as such, issues consumer reports as defined by 15 U.S.C. § 1681a(d). Except as specifically admitted, Experian denies, generally and specifically, each and every remaining allegation of paragraph 13 of the Complaint that relates to Experian. As to the allegations of paragraph 13 of the Complaint that relate to other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every remaining allegation contained in paragraph 13 of the Complaint.

14. In response to paragraph 14 of the Complaint, Experian admits that it is a “consumer reporting agency” as defined by 15 U.S.C. § 1681a(f) and, as such, issues consumer reports as defined by 15 U.S.C. § 1681a(d). Experian further admits that it is a “person” as defined by 15 U.S.C. § 1681a(b). Except as specifically admitted, Experian denies, generally and specifically, each and every remaining allegation of paragraph 14 of the Complaint that relates to Experian. As to the allegations of paragraph 14 of the Complaint that relate to other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every remaining allegation contained in paragraph 14 of the Complaint

15. In response to paragraph 15 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

16. In response to paragraph 16 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

17. In response to paragraph 17 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

18. In response to paragraph 18 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

19. In response to paragraph 19 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

20. In response to paragraph 20 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

**FACTUAL ALLEGATIONS COMMON TO ALL COUNTS**

21. In response to paragraph 21 of the Complaint, Experian denies that it has violated the FCRA and denies that it has caused Plaintiff to suffer any harm. Experian denies, generally and specifically, each and every remaining allegation of paragraph 21 of the Complaint that relates to Experian. As to the allegations that relate to other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation contained in paragraph 21 of the Complaint.

22. In response to paragraph 22 of the Complaint, Experian admits that it is a “consumer reporting agency” as defined by 15 U.S.C. § 1681a(f). Except as specifically admitted, Experian does not have knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation contained in paragraph 22 of the Complaint.

23. In response to paragraph 23 of the Complaint, Experian admits that it is a “consumer reporting agency” as defined by 15 U.S.C. § 1681a(f) and, as such, issues “consumer reports” as defined by 15 U.S.C. § 1681a(d). Except as specifically admitted, Experian denies, generally and specifically, each and every remaining allegation of paragraph 23 of the Complaint that relates to Experian. As to the allegations in paragraph 23 of the Complaint that relate to other

defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation contained therein.

24. In response to paragraph 24 of the Complaint, Experian admits that Plaintiff purports to set forth portions of the FCRA, which speaks for itself, and denies any allegations inconsistent therewith. Except as specifically admitted, Experian denies, generally and specifically, each and every remaining allegation of paragraph 24 of the Complaint.

25. In response to paragraph 25 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

26. In response to paragraph 26 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

27. In response to paragraph 27 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

28. In response to paragraph 28 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

29. In response to paragraph 29 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

30. In response to paragraph 30 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

31. In response to paragraph 31 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

32. In response to paragraph 32 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

33. In response to paragraph 33 of the Complaint, Experian denies that it has violated the FCRA or any other law relied upon by Plaintiff. As to the remaining allegations of paragraph 33 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation contained in paragraph 33 of the Complaint.

34. In response to paragraph 34 of the Complaint, Experian denies that it has violated the FCRA or any other law relied upon by Plaintiff and denies that it has caused Plaintiff to suffer any harm. As to the remaining allegations of paragraph 34 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation contained in paragraph 34 of the Complaint.

#### **WRITTEN DISPUTE**

35. In response to paragraph 35 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.



36. In response to paragraph 36 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

37. In response to paragraph 37 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

38. In response to paragraph 38 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

39. In response to paragraph 39 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

40. In response to paragraph 40 of the Complaint, Experian denies that it has violated the FCRA or any other law relied upon by Plaintiff. As to the remaining allegations of paragraph 40 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation contained in paragraph 40 of the Complaint.

41. In response to paragraph 41 of the Complaint, Experian denies that it has violated the FCRA or any other law relied upon by Plaintiff. As to the remaining allegations of paragraph 41 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation contained in paragraph 41 of the Complaint.

42. In response to paragraph 42 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

43. In response to paragraph 43 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

44. In response to paragraph 44 of the Complaint, Experian denies that it has violated the FCRA or any other law relied upon by Plaintiff. As to the remaining allegations of paragraph 44 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation contained in paragraph 44 of the Complaint.

45. In response to paragraph 45 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

46. In response to paragraph 46 of the Complaint, Experian denies that it has violated the FCRA or any other law relied upon by Plaintiff. As to the remaining allegations of paragraph 46 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation contained in paragraph 46 of the Complaint.

47. In response to paragraph 47 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

**COUNT I –Equifax, Experian, and TransUnion**

**(Fair Credit Reporting Act Violation – 15 U.S.C. 1681e(b))**

48. In response to paragraph 48 of the Complaint, Experian refers to and incorporates by reference its responses to the foregoing paragraphs as if fully set forth herein.

49. In response to paragraph 49 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

50. In response to paragraph 50 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

51. In response to paragraph 51 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

52. In response to paragraph 52 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 52 of the Complaint that relate to other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 52 of the Complaint.

53. In response to paragraph 53 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 53 of the Complaint that relate to other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and,

on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 53 of the Complaint.

54. In response to paragraph 54 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 54 of the Complaint that relate to other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 54 of the Complaint.

55. In response to paragraph 55 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 55 of the Complaint that relate to other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 55 of the Complaint.

56. In response to paragraph 56 of the Complaint, Experian admits that Plaintiff seeks reasonable costs and attorney's fees from Experian in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or § 1681o. Whether Plaintiff is entitled to costs or attorney's fees is a legal conclusion that is not subject to denial or admission. To the extent a response is deemed required, Experian denies that Plaintiff is entitled to any relief against Experian. As to the allegations in paragraph 56 of the Complaint that relate to other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 56 of the Complaint.

**COUNT II – Equifax, Experian, and TransUnion**

**(Fair Credit Reporting Act Violation – 15 U.S.C. 1681i)**

57. In response to paragraph 57 of the Complaint, Experian refers to and incorporates by reference its responses to the foregoing paragraphs as if fully set forth herein.

58. In response to paragraph 58 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein

59. In response to paragraph 59 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

60. In response to paragraph 60 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

61. In response to paragraph 61 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 61 of the Complaint that relate to other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 61 of the Complaint.

62. In response to paragraph 62 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 62 of the Complaint that relate to other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and,

on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 62 of the Complaint.

63. In response to paragraph 63 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 63 of the Complaint that relate to other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 63 of the Complaint.

64. In response to paragraph 64 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 64 of the Complaint that relate to other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 64 of the Complaint.

65. In response to paragraph 65 of the Complaint, Experian admits that Plaintiff seeks reasonable costs and attorney's fees from Experian in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or § 1681o. Whether Plaintiff is entitled to costs or attorney's fees is a legal conclusion that is not subject to denial or admission. To the extent a response is deemed required, Experian denies that Plaintiff is entitled to any relief against Experian. As to the allegations in paragraph 65 of the Complaint that relate to other defendants, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 65 of the Complaint.

**COUNT III – Affirm**

**(Fair Credit Reporting Act Violation – 15 U.S.C. 1681s-2(b))**

66. In response to paragraph 66 of the Complaint, Experian refers to and incorporates by reference its responses to the foregoing paragraphs as if fully set forth herein.

67. In response to paragraph 67 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

68. In response to paragraph 68 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

69. In response to paragraph 69 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

70. In response to paragraph 70 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

71. In response to paragraph 71 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

72. In response to paragraph 72 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

**COUNT IV – TD Bank**

**(Fair Credit Reporting Act Violation – 15 U.S.C. 1681s-2(b))**

73. In response to paragraph 73 of the Complaint, Experian refers to and incorporates by reference its responses to the foregoing paragraphs as if fully set forth herein.

74. In response to paragraph 74 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

75. In response to paragraph 75 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

76. In response to paragraph 76 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

77. In response to paragraph 77 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

78. In response to paragraph 78 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

79. In response to paragraph 79 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.



**COUNT V – Opportunity**

**(Fair Credit Reporting Act Violation – 15 U.S.C. 1681s-2(b))**

80. In response to paragraph 80 of the Complaint, Experian refers to and incorporates by reference its responses to the foregoing paragraphs as if fully set forth herein.

81. In response to paragraph 81 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

82. In response to paragraph 82 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

83. In response to paragraph 83 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

84. In response to paragraph 84 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

85. In response to paragraph 85 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

86. In response to paragraph 86 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

**COUNT VI – ARS**

**(Fair Credit Reporting Act Violation – 15 U.S.C. 1681s-2(b))**

87. In response to paragraph 87 of the Complaint, Experian refers to and incorporates by reference its responses to the foregoing paragraphs as if fully set forth herein.

88. In response to paragraph 88 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

89. In response to paragraph 89 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

90. In response to paragraph 90 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

91. In response to paragraph 91 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

92. In response to paragraph 92 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

93. In response to paragraph 93 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

**COUNT VII – ARS**

**(Fair Debt Collection Practices Act – 15 U.S.C. 1692e)**

94. In response to paragraph 94 of the Complaint, Experian refers to and incorporates by reference its responses to the foregoing paragraphs as if fully set forth herein.

95. In response to paragraph 95 of the Complaint, Experian admits that Plaintiff purports to set forth a quotation from *Jerman v. Carlisle, McNellie, Rini, Kramer & Ulrich LPA*, 559 U.S. 573, 577 (2010). Experian affirmatively states that the case referenced speaks for itself as to its claims, defenses, and legal effect, and on that basis, denies any allegations of paragraph 95 of the Complaint inconsistent therewith. Except as specifically admitted, Experian lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 95 of the Complaint and, on that basis denies, generally and specifically, each and every remaining allegation of paragraph 95 of the Complaint.

96. In response to paragraph 96 of the Complaint, Experian admits that Plaintiff purports to set forth a quotation from *Allen ex rel. Martin v. LaSalle Bank, N.A.*, 629 F.3d 364, 368 (3d Cir. 2011). Experian affirmatively states that the case referenced speaks for itself as to its claims, defenses, and legal effect, and on that basis, denies any allegations of paragraph 96 of the Complaint inconsistent therewith. Except as specifically admitted, Experian lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 96 of the Complaint and, on that basis denies, generally and specifically, each and every remaining allegation of paragraph 96 of the Complaint.

97. In response to paragraph 97 of the Complaint, Experian admits that Plaintiff purports to set forth a quotation from *Rosenau v. Unifund Corp.*, 539 F.3d 218, 221 (3d Cir. 2008). Experian affirmatively states that the case referenced speaks for itself as to its claims, defenses, and legal effect, and on that basis, denies any allegations of paragraph 97 of the Complaint

inconsistent therewith. Except as specifically admitted, Experian lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 97 of the Complaint and, on that basis denies, generally and specifically, each and every remaining allegation of paragraph 97 of the Complaint.

98. In response to paragraph 98 of the Complaint, Experian admits that Plaintiff purports to characterize the FDCPA. Experian affirmatively states that the FDCPA speaks for itself and denies any allegations inconsistent therewith. Experian further admits that Plaintiff purports to cite to *Leshner v. Law Offices of Mitchell N. Kay, PC*, 650 F.3d 993,996 (3d Cir. 2011); *Wilson*, 225 F.3d at 354. Experian affirmatively states that the cases referenced speak for themselves as to their claims, defenses, and legal effect, and on that basis, denies any allegations of paragraph 98 of the Complaint inconsistent therewith. Except as specifically admitted, Experian lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 98 of the Complaint and, on that basis denies, generally and specifically, each and every remaining allegation of paragraph 98 of the Complaint.

99. In response to paragraph 99 of the Complaint, Experian admits that Plaintiff purports to set forth quotations from *Campuzano-Burgos v. Midland Credit Management, Inc.*, 550 F.3d 294,298 (3d Cir. 2008) and *Clomon v. Jackson*, 988 F.2d 1314, 1318 (2d Cir. 1993). Experian affirmatively states that the cases referenced speak for themselves as to their claims, defenses, and legal effect, and on that basis, denies any allegations of paragraph 99 of the Complaint inconsistent therewith. Except as specifically admitted, Experian lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 99 of the Complaint and, on that basis denies, generally and specifically, each and every remaining allegation of paragraph 99 of the Complaint.

100. In response to paragraph 100 of the Complaint, Experian admits that Plaintiff purports to set forth a quotation from *Caprio v. Healthcare Revenue Recovery Grp., LLC*, 709 F.3d 142, 148-49 (3d Cir. 2013). Experian affirmatively states that the case referenced speaks for itself as to its claims, defenses, and legal effect, and on that basis, denies any allegations of paragraph 100 of the Complaint inconsistent therewith. Except as specifically admitted, Experian lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 100 of the Complaint and, on that basis denies, generally and specifically, each and every remaining allegation of paragraph 100 of the Complaint.

101. In response to paragraph 101 of the Complaint, Experian admits that Plaintiff purports to characterize the FDCPA. Experian affirmatively states that the FDCPA speaks for itself and denies any allegations inconsistent therewith. Experian further admits that Plaintiff purports to set forth a quotation from *Hamilton v. United Healthcare of Louisiana, Inc.*, 310 F.3d 385, 392 (5th Cir. 2002). Experian affirmatively states that the case referenced speaks for itself as to its claims, defenses, and legal effect, and on that basis, denies any allegations of paragraph 101 of the Complaint inconsistent therewith. Except as specifically admitted, Experian lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 101 of the Complaint and, on that basis denies, generally and specifically, each and every remaining allegation of paragraph 101 of the Complaint.

102. In response to paragraph 102 of the Complaint, Experian admits that Plaintiff purports to characterize the FDCPA. Experian affirmatively states that the FDCPA speaks for itself and denies any allegations inconsistent therewith. Except as specifically admitted, Experian lacks knowledge or information sufficient to form a belief as to the truth of the allegations in

paragraph 102 of the Complaint and, on that basis denies, generally and specifically, each and every remaining allegation of paragraph 102 of the Complaint.

103. In response to paragraph 103 of the Complaint, Experian admits that Plaintiff purports to cite to set forth quotations from *Randolph v. IMBS, Inc.*, 368 F.3d 726, 730 (7th Cir. 2004) and *Turner v. J.V.D.B. & Associates, Inc.*, 330 F.3d 991, 995 (7th Cir. 2003). Experian affirmatively states that the cases referenced speak for themselves as to their claims, defenses, and legal effect, and on that basis, denies any allegations of paragraph 103 of the Complaint inconsistent therewith. Except as specifically admitted, Experian lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 103 of the Complaint and, on that basis denies, generally and specifically, each and every remaining allegation of paragraph 103 of the Complaint.

104. In response to paragraph 104 of the Complaint, Experian admits that Plaintiff purports to characterize the FDCPA. Experian affirmatively states that the FDCPA speaks for itself and denies any allegations inconsistent therewith. Except as specifically admitted, Experian lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 104 of the Complaint and, on that basis denies, generally and specifically, each and every remaining allegation of paragraph 104 of the Complaint.

105. In response to paragraph 105 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

#### **RESPONSE TO DEMAND FOR JURY TRIAL**

Experian admits that Plaintiff has demanded trial by jury on all issues triable.

**RESPONSE TO PRAYER FOR RELIEF**

Experian denies that it violated the FCRA and denies that Plaintiff is entitled to any damages or other relief against Experian as set forth in the prayer for relief, including all subsections. As to the allegations in the paragraph that relate to the other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies, generally and specifically, each of the allegations in this paragraph that relate to the other defendants.

**AFFIRMATIVE DEFENSES**

In further response to Plaintiff's Complaint, Experian hereby asserts the following affirmative defenses, without conceding that it bears the burden of persuasion as to any of them.

**FIRST AFFIRMATIVE DEFENSE**

**(STATUTE OF LIMITATIONS)**

Experian is informed and believes and thereon alleges that all claims for relief in the Complaint herein are barred by the applicable statutes of limitation, including but not limited to 15 U.S.C. § 1681p.

**SECOND AFFIRMATIVE DEFENSE**

**(TRUTH/ACCURACY OF INFORMATION)**

All claims against Experian are barred because all information Experian communicated to any third person regarding Plaintiff was true.

**THIRD AFFIRMATIVE DEFENSE**

**(FAILURE TO MITIGATE DAMAGES)**

Plaintiff has failed to mitigate her damages.

**FOURTH AFFIRMATIVE DEFENSE**

**(LACHES)**

The Complaint and each claim for relief therein are barred by laches.

**FIFTH AFFIRMATIVE DEFENSE**

**(CONTRIBUTORY/COMPARATIVE FAULT)**

Experian is informed and believes and thereon alleges that any alleged damages sustained by Plaintiff were, at least in part, caused by the actions of Plaintiff herself and/or third parties and resulted from Plaintiff's or third parties' own negligence which equaled or exceeded any alleged negligence or wrongdoing by Experian.

**SIXTH AFFIRMATIVE DEFENSE**

**(ESTOPPEL)**

Any damages which Plaintiff may have suffered, which Experian continues to deny, were the direct and proximate result of the conduct of Plaintiff. Therefore, Plaintiff is estopped and barred from recovery of any damages.

**SEVENTH AFFIRMATIVE DEFENSE**

**(UNCLEAN HANDS)**

The Complaint and each claim for relief therein that seeks equitable relief are barred by the doctrine of unclean hands.

**EIGHTH AFFIRMATIVE DEFENSE**

**(INTERVENING, SUPERSEDING CAUSE)**

Experian is informed and believes and thereon alleges that if Plaintiff sustained any of the injuries alleged in the Complaint, there was an intervening, superseding cause and/or causes leading to such alleged injuries and, as such, any action on the part of Experian was not a proximate cause of the alleged injuries.



**NINTH AFFIRMATIVE DEFENSE**

**(PUNITIVE DAMAGES)**

Plaintiff's Complaint does not allege facts sufficient to rise to the level of conduct required to recover punitive damages, and thus all requests for punitive damages are improper.

**TENTH AFFIRMATIVE DEFENSE**

**(EQUITABLE RELIEF NOT AVAILABLE)**

Equitable relief, including declaratory and injunctive relief, is not available to private plaintiffs under the Fair Credit Reporting Act.

**ELEVENTH DEFENSE**

**(ARBITRATION)**

Plaintiff's claims are barred to the extent that they are subject to an arbitration agreement.

Experian reserves the right to assert additional affirmative defenses at such time and to such extent as warranted by discovery and the factual developments in this case.

**PRAYER FOR RELIEF**

WHEREFORE, Defendant Experian Information Solutions, Inc. prays as follows:

- (1) That Plaintiff take nothing by virtue of the Complaint herein and that this action be dismissed in its entirety;
- (2) For costs of suit and attorneys' fees herein incurred; and
- (3) For such other and further relief as the Court may deem just and proper.

Dated: August 3, 2023

Respectfully submitted,

/s/ Maria H. Ruiz

Maria H. Ruiz

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